

## W. J. BARRY SWEARS

To a Few Pertinent Facts in Relation to Mr. Goodin.

## AND THE STREET CONTRACTS

Very Interesting Data for Those Who Have Been Paying Good Money for Street Improvements—Attested, as Was the Original Affidavit in the Premises.

The following document, filed in the office of the Astorian last night, by Mr. W. J. Barry, for publication, tells its own story, and tells it very plainly, so that he who reads will be at no loss to understand this, the other side of the Barry-Goodin controversy. It is decidedly interesting matter and has the virtue of legal attestation, as well:

Astoria, Feb. 13, 1906.

Editor Astorian:—In the matter of charges of "grafting" preferred by W. A. Goodin and brought before the city council by A. M. Smith, City Attorney, against W. J. Barry, which have been given wide publicity by the daily press of this city, in justice to myself, and that the property owners and tax payers of Astoria may be fully informed as to the animus prompting the making of said charges, so that they may judge intelligently as to the truth of falsity of the same, I make the following sworn statement, and request you to publish it.

On the twelfth day of October, 1905, I was employed by the City Surveyor A. S. Tee to inspect the construction of a sewer on Thirty-fifth street for which W. A. Goodin had the contract. This contract called for the laying of 312 feet of ten inch terra cotta sewer pipe, the building of a box drain for said sewer, 138 feet in length, and the building of a brick manhole at the intersection of Thirty-fifth street and Franklin avenue; when I arrived at Thirty-fifth street I found there fifty-

nine lengths or 118 feet, of twelve-inch sewer pipe that had been previously used but was for the most part in good condition. I asked W. A. Goodin in what this pipe was for, and he said he was going to use it in the sewer. I asked him where he got the pipe and he said "he got it cheap." I told him that the contract called for new ten inch pipe and refused to allow him to use the twelve-inch pipe; upon inquiry I was told by the teamster employed by Mr. Goodin that the pipe had been taken from Fourteenth street, between Commercial and Duane. I notified the owners of the property on Fourteenth street, who had bought and paid for this pipe as to the use Goodin was making of it, Mr. E. A. Taylor, one of the interested parties who had paid his assessment for this pipe when it was laid on Fourteenth street, had a conversation with W. A. Goodin regarding it, in which Goodin stated that A. M. Smith City Attorney told him to take the pipe. Goodin's teamster, Mr. Hay, also informed me that he had taken a lot of fourteen inch sewer pipe from Twelfth street between Bond and Commercial, and hauled it to Sixth and Exchange streets, where Goodin had another sewer contract. At Sixth and Exchange I found twenty-one lengths or forty-two feet of fourteen inch pipe that had been used. I notified F. A. Fisher and Robt. Caruthers, property owners on Twelfth street that this pipe had been taken by Goodin; Mr. Caruthers spoke to City Attorney, A. M. Smith about this pipe and was informed by A. M. Smith that the pipe belonged to the city and that the property owners had no right to it, although they had paid for it when the sewer on Twelfth street was laid. This pipe I also refused to allow Mr. Goodin to use. The sewer on Thirty-fifth street was completed as far as the pipe laying was concerned on October 27th, 1905. Mr. Goodin then commenced work on the drain at Sixth and Exchange streets. The specifications on this work called for a brick manhole at Sixth and Exchange, 4 wooden manhole at Fifth and Exchange, 346 feet of 14 inch terra cotta pipe, and a bulkhead of 4 by 12 plank, 4 feet high, across the ravine on Fifth street between Franklin and Exchange; upon examination of this bulkhead or dam, I found that it was to be built in the ravine where there was at least 8 or 10 feet of soft, slushy

ground, and would be of no use in retaining the water coming down the ravine and turning it into the drain, as the nature of the ground was such that the water would go under the dam and continue down the natural channel in the ravine though the lots owned by James Taltan, O. B. Estes and William Kelley. This I reported to the committee on streets, Messrs. Hansen, Stangland and Robinson and recommended to them that the drain be extended about 40 feet up the ravine and that a receiving basin be constructed by excavating to the hard pan and putting in a wooden box, 24 feet long, 12 feet wide at one end, and 5 feet wide at the other, 3 feet deep, of 4 by 12 plank, the bottom to be 2 by 12 plank laid on the hard pan, and filling in all around said box and from it to the dam, as shown on the plans. The committee saw W. A. Goodin and told him what they wanted done and asked the cost. He offered to do it for \$95. This I considered reasonable and so reported to the committee and they entered into an agreement with Goodin to do the work. My estimates on this work were as follows:

200 yards excavating and filling,	at 15 cents.....	\$30.00
40 feet, 14-inch sewer pipe.....		34.00
1200 feet lumber.....		13.00
Cement, nails, hauling.....		7.00
Total.....		\$84.00

As all of this work is in plain sight and can be verified by anyone upon examination, with the exception that the bulkhead as called for in the specifications has never been built, and the filling from the bulkhead to the drain box has not been completed, Goodin promising to finish it with the dirt now on the lots of Jas. Taltan, "which was placed there by Goodin from the excavation at Fifth and Exchange streets," as soon as the weather permitted, which he has not as yet done. This work has been accepted and paid for by the city. As this is the extra work on which W. A. Goodin and A. M. Smith base their charge of "graft," I have entered thus fully into the details of the transaction. An inspection of the work will verify each and every one of the above statements.

After Goodin quit work on the drain at Sixth and Exchange, he proceeded to put in the box drain on Thirty-fifth street, from the south side of Duane street to the river. The specifications state that this drain shall be of 12 inches inside measurement, built of 3-inch plank and fastened to the piling under the roadway with four 6-inch spikes and a 1-inch iron bolt, at each support. Goodin refused to put in the bolts and I so reported to the city engineer, street superintendent and committee on streets. The city attorney drew up an ordinance paying for this work and Goodin received the money for the same before the report of the committee on the acceptance of this work had been signed by either the superintendent of streets or the city surveyor. There is not a bolt in any of the braces although the specifications call for them.

On January 17, 1906, the city surveyor sent me to Thirty-third and Harrison streets, to inspect the work there, being done by W. A. Goodin. I found that the specifications called for the street to be graded to a width of 20 feet through the center, and planked with 3 by 12 planks, 16 feet long, laid on six 4 by 8 stringers, from Thirtieth to Thirty-third streets. All cuts and fills to be on a one to one slope, also that a box drain of 4 by 12 plank, 2 feet square inside, and 100 feet long, be built on the west side of Thirtieth street. Upon investigation, I found that Goodin had opened the street between Thirty-third and the Adair line, to a width of 17 feet, in place of 20, that the slopes on each side in place of being one to one, were nearly straight up and down, and I was also informed by Messrs. Linstad, Fredericksen, Erickson, and Johansen, property owners on Harrison avenue, that W. A. Goodin had asked them for \$20 each to grade the banks in front of their property, although his contract called for the removal of the same dirt, of which fact I notified them and they refused to pay him; thereupon he dropped his price to \$10 per lot, which they also refused to pay, as the slopes, as set by the city surveyor, were perfectly satisfactory to them, and I assured them that Goodin would have to put them in according to his contract. The drain at the west side of Thirtieth, which, according to the specifications, should be 100 feet in length, I found had been put in before I was sent to inspect the work, and was 48 feet 9 inches in length. This I reported to Mr. Tee, the city surveyor and Mr. Kearney, the superintendent of streets. On January 17, 1906, Goodin commenced laying the plank on Harrison avenue at Thirty-third street, the specifications called for 16-foot 3 by 12 plank, laid on six 4 by 8 stringers. Goodin suggested that four stringers were enough as they would be laid in the mud and no one would ever see them; this I refused to agree to, and told him that the street must

be put in as the contract called for. He then said, "It is d—m strange I can't get along with you; I don't have any trouble with any other inspector."

Then he went direct to the office of A. M. Smith and commenced a tirade of abuse against me about my action at Harrison avenue, during which he asserted "according to the statement of A. M. Smith made in his office, in presence of Councilmen Lebeck and Hansen," that he had divided the profits of the extra work on the Sixth and Exchange street drain, with me, and had given me a check on the Astoria Savings Bank for \$20 as my share. Goodin also stated that he did not talk to, or make any arrangements with the committee, but that I had done it all and that his price for the work was \$90. After Goodin had repeated these assertions, Mr. Smith insisted upon his making an affidavit to them, which Goodin did; this was on January 17, 1906. Mr. Smith did not present this affidavit to the city council at their next meeting, but kept it until the meeting February 8th; when the matter was brought up on request of Mr. Jens Hansen, and referred to a committee of three, Belland, Morton and Lebeck, to investigate and report. On the night of February 8th, City Attorney Smith, Belland and Morton, met in Smith's office. I was not present and had not been notified of this meeting, but had been told by Belland that the committee would meet Friday evening, February 9th, at the City Hall; at this meeting, on February 8th, in A. M. Smith's office, Smith induced Belland and Morton to agree to report to the council that City Attorney A. M. Smith be instructed to sue W. J. Barry for \$20, which Goodin had said he paid him. Mr. Morton informed me of this action the next day and upon my protest and explanation of the injustice of such a report, without giving me a hearing, he refused to agree to it; and Mr. Lebeck having returned to the city, the whole committee met in Smith's office and made their report to the council, that they had made no investigation and advised that the matter be left in the hands of the city attorney. As I had made all arrangements for the attendance of witnesses, at the meeting which I had been notified would be at the city hall, on Friday night, I objected to this delay, but was assured by the city attorney that he would hear any testimony I had to offer, and would report at once. With this under-

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standing I agreed and notified Mr. Smith that I was ready to proceed at once. He, however, informed me that he was too busy to take the matter up until some time in the future, possibly next week. W. A. Goodin in his statement, says that he paid me \$20 as my share of the profits on the extra work on the Fifth and Exchange street drain. The facts in regard to this \$20 are these: On November 4, 1905, W. A. Goodin came to me at Sixth and Exchange streets and borrowed \$45 in gold coin from me, he stating, at that time, that he was short of money to pay his men; that he had been to Hillsboro attending the funeral of W. T. Schofield's child, and that he had paid the expenses of W. L. Robb and other Masons attending the funeral and that he would repay me the next Monday, when Mr. Schofield returned to Astoria. At the time I gave him this money, his foreman and other men working for him, were within 50 feet of us; as the amount was not sufficient to pay them in full Goodin told the foreman to give them \$10 each, on account, which he did in my presence. When Schofield returned I asked Goodin to return the money he had borrowed, but he kept putting me off with various excuses; on the 4th day of January, 1906, I received from him \$20 on account, this being all, according to his statement, that he could pay at that time, as he was hard up. On the 18th day of January he made his statement to the city attorney; this was the day we had the trouble over Harrison avenue, when I refused to allow him to proceed unless he did as his contract called for. He still owes me \$25 which he says he will pay as soon as he gets it.

(Signed, W. J. BARRY.)  
Subscribed and sworn to before me this 13th day of February, 1906.

A. R. CYRUS,  
Notary Public For State of Oregon.

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